

HONORABLE JOHN H. CHUN

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON

CRAIG SPURLOCK, an individual,

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY
COMPANY, a foreign insurer,

Defendant.

Case No. 2:23-cv-00467-JHC

JOINT PRETRIAL ORDER

A. JURISDICTION

Jurisdiction is vested in this court by virtue of 28 U.S.C. § 1441(a). State Farm Fire and Casualty Company (“State Farm”) removed this case from Washington State Superior Court on March 27, 2023, based upon the complete diversity of citizenship between the parties and the amount in controversy. [Dkt. No. 1].

B. CLAIMS AND DEFENSES

Mr. Spurlock (Plaintiff) will pursue at trial at the following claims:

- 1) ***Breach of Contract*** [See Dkt. No. 1-2, p. 7]: State Farm breached the insurance policy when it denied coverage for Mr. Spurlock’s claim.

1 2) ***Bad Faith / Failure to Act in Good Faith*** [See Dkt. No. 1-2, p.10-11]: State Farm acted
2 in bad faith in the manner in which it handled Mr. Spurlock's claim (including, but not
3 limited to its numerous violations of the Unfair Claims Settlement Practices Act) and for
4 unfairly denying coverage to him based upon a self-serving interpretation of language in
5 its policy.

6 3) ***Violations of the Consumer Protection Act, RCW 19.86 et seq.*** [See Dkt. No. 1-2, p.7-
7 9]: State Farm violated the Consumer Protection Act by unfair or deceptively handling
8 Mr. Spurlock's claim, unfairly denying coverage to him, acting in bad faith, and violating
9 numerous provisions of the Unfair Claims Settlement Practices Act, WAC 284-30-300 *et*
10 *seq.*

11 4) ***Violation of the Insurance Fair Conduct Act, RCW 48.30.015*** [See Dkt. No. 1-2, p. 11-
12 12]. State Farm unreasonably denied coverage to Mr. Spurlock for his loss.
13
14

15 State Farm (Defendant) will pursue the following affirmative defenses:

- 16 1) Failure to mitigate damages.
17 2) Contributory negligence.
18 3) Plaintiff's damages, in whole or in part, may have been caused by his own acts and
19 omissions or his failure to comply with the Policy's terms.
20 4) Assumption of risk.
21 5) Plaintiff's damages, in whole or in part, may have resulted from pre-existing or
22 intervening conditions or events, and any recovery should be reduced accordingly.
23 6) Plaintiff's coverage under the Policy excludes diminution of value of the subject
24 Property unrelated to the Water Loss and any award should be reduced accordingly.
25

1 7) Payment.

2 State Farm reserves its right to amend these affirmative defenses pending the Court's ruling on
3 State Farm's forthcoming motion for reconsideration of the Court's Order, Dkt. 79. Plaintiff
4 objects to State Farm's reservation or ability to further amend its affirmative defenses as per the
5 Court's prior ruling. *[See Dkt. No. 79, p. 20-22]*.

6
7 **C. ADMITTED FACTS**

8 The following facts are admitted by the Parties:

- 9
10 1) Defendant State Farm issued a "Homeowner's Policy" to Craig Spurlock, policy number
11 47-C5-F743-5, which was in force and effect at the time of the loss.
12 2) Mr. Spurlock purchased his homeowner's insurance policy from State Farm insurance
13 agent Mark Mullins.
14 3) The policy also included a "Back-Up of Sewer or Drain (BUSD)" endorsement.

15 **D. ISSUES OF LAW**

16 The following are the issues of law to be determined by the Court:

- 17 1) Whether the decision regarding treble damages under either 48.30.015 or RCW
18 19.86.090 is to be made by the jury or by the Court, if necessary.

19 **E. EXPERT WITNESSES**

- 20 a) Each party expects to call expert witnesses on the issues in dispute, specifically regarding
21 whether State Farm's acts or omissions met industry standards. Plaintiff also expects to
22 call a construction industry expert witness, Wes Snowden, to prove a certain amount of
23 damages for repairs to Mr. Spurlock's house. State Farm also expects to call a licensed
24 Washington engineer, John Crase, to prove that the sump pump well is not a part of the
25

structure's foundation, and to otherwise testify in accordance with his expert report.

Plaintiff objects to any testimony by John Crase.

- b) The name(s) and addresses of the expert witness(es) to be used by each party at the trial and the issue upon which each will testify is:

1. On behalf of plaintiff:

Damian J. Arguello Will testify
6947 Coal Creek Parkway #111
Newcastle, WA 98059

Wes Snowden Will testify
980 South Harney St.
Seattle, WA 98108

2. On behalf of defendant:

David W. Mandt Will testify
PO Box 854
Montesano, WA 98563

John Crase Will testify
960 South Harney St.
Seattle, WA 98108

F. OTHER WITNESSES

The names and addresses of witnesses, other than experts, to be used by each party at the time of trial and the general nature of the testimony of each are:

a) On behalf of plaintiff:

a. Craig Spurlock, c/o Cascade Law PLLC, 2707 Colby Avenue, Suite 1420 Everett, WA 98201, will testify regarding all liability issues and damages (will testify);

b. Carina Spurlock, c/o Cascade Law PLLC, 2707 Colby Avenue, Suite 1420 Everett, WA 98201, will testify regarding plaintiff's damages (will testify);

- c. Craig Spurlock Jr., c/o Cascade Law PLLC, 2707 Colby Avenue, Suite 1420 Everett, WA 98201, will testify regarding plaintiff's damages (may testify);
- d. Scott Spurlock, c/o Cascade Law PLLC, 2707 Colby Avenue, Suite 1420 Everett, WA 98201, will testify regarding plaintiff's damages (may testify);
- e. Askin Gallentine, c/o Cascade Law PLLC, 2707 Colby Avenue, Suite 1420 Everett, WA 98201, will testify regarding plaintiff's damages (may testify);
- f. Mark Mullins, c/o Mix Sanders Thompson, 1601 Fifth Avenue, Suite 1800, Seattle, WA 98101, will testify regarding all liability issues (will testify);
- g. James Trout, c/o Sinars Slowikowski Tomaska LLC, 1000 Second Ave. Suite 1950, Seattle WA 98104, will testify regarding all liability issues (will testify);
- h. Amanda Nelson, c/o Sinars Slowikowski Tomaska LLC, 1000 Second Ave. Suite 1950, Seattle WA 98104, will testify regarding all liability issues (will testify);
- i. Robert Matsushima, c/o Sinars Slowikowski Tomaska LLC, 1000 Second Ave. Suite 1950, Seattle WA 98104, will testify regarding all liability issues. Mr. Matsushima, as State Farm's Fed. R. Civ. P. 30(b)(6) representative may also be asked to testify regarding a certain portion of Plaintiff's damages (will testify).

b) On behalf of defendant:

- a. Robert Matsushima, c/o Sinars Slowikowski Tomaska LLC, 1000 Second Ave. Suite 1950, Seattle WA 98104, will testify regarding facts related to State Farm's handling of Mr. Spurlock's claim (will testify).

G. EXHIBITS

<i>Plaintiff's Exhibits</i>				
Ex	Description	Authenticity	Admissibility	Objection

1	1	Certified Copy of State Farm Policy No. 47-C5-F743-5	Agreed	Agreed	None	
2	2	Back-Up Of Sewer Or Drain Endorsement HO- 2622.1	Agreed	Agreed	None	
3	3	Redacted Claim Notes for Claim No. 47-31G0-31W	Agreed	Agreed	Pla: Subject to certain redactions after Order <i>in</i> <i>Limine</i> , admissibility is stipulated. FRE 401 and 403 *See Plaintiff's Motions <i>in</i> <i>Limine</i> (incorporated by reference).	
4	4	Letter from State Farm dated April 8, 2022	Agreed	Agreed	None	
5	5	Letter from State Farm dated April 11, 2022	Agreed	Agreed	None	
6	6	Office of the Insurance Commissioner Complaint dated June 18, 2022	Agreed	Disputed	FRE 402, 403, 802, 805	
7	7	Letter from State Farm dated July 26, 2022	Agreed	Agreed	None	
8	8	Insurance Fair Conduct Act Complaint dated December 21, 2022	Agreed	Disputed	State Farm: FRE 402, 403, 802, 805 Pla: Subject to certain redactions after Order <i>in</i> <i>Limine</i> , admissibility is	

JOINT PRETRIAL STATEMENT

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CASCADE LAW PLLC

2707 Colby Ave, Suite 1420

Everett, WA 98201

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				stipulated. FRE 401 and 403 *See Plaintiff's Motion <i>in</i> <i>Limine</i>	
9	Declaration of Craig Spurlock	Agreed	Disputed	FRE 802, 805	
10	February 5, 2024 Report of Damian J. Arguello	Agreed	Disputed	State Farm: FRE 802, 805 Pla: Marked for identification purposes only (not offered)	
11	March 5, 2024 Rebuttal Report of Damian J. Arguello	Agreed	Disputed	State Farm: FRE 802, 805 Pla: Marked for identification purposes only (not offered)	
12	Curriculum Vitae of Damian J. Arguello	Agreed	Disputed	State Farm: FRE 802, 805 Pla: Marked for identification purposes only (not offered)	
13	January 5, 2024 Report of Wes Snowden	Agreed	Disputed	State Farm: FRE 802, 805 Pla: Marked for identification purposes only (not offered)	

1	14	Curriculum Vitae of Wes Snowden	Agreed	Disputed	State Farm: FRE 802, 805	
2					Pla: Marked for identification purposes only (not offered)	
3						
4						
5						
6	15	Deposition Transcript of State Farm dated April 30, 2024	Agreed	Disputed	State Farm: FRE 802, 805	
7					Pla: Marked for identification purposes only (not offered)	
8						
9						
10						
11	16	Deposition Transcript of Amanda Nelson dated May 2, 2024	Agreed	Disputed	State Farm: FRE 802, 805	
12					Pla: Marked for identification purposes only (not offered)	
13						
14						
15						
16	17	Deposition Transcript of James Trout dated May 1, 2024	Agreed	Disputed	State Farm: FRE 802, 805	
17					Pla: Marked for identification purposes only (not offered)	
18						
19						
20						
21	18	Washington Restorer business records obtained by State Farm	Disputed	Disputed	FRE 602, 802, 901, 1002	
22						
23	19	All Septic & Sewer business records obtained by State Farm	Disputed	Disputed	FRE 602, 802, 901	
24						
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20	Photos Depicting Craig Spurlock (<i>Demonstrative Exhibits</i>)	Agreed	Agreed	State Farm: Reserves its right to offer the photos into evidence Pla: Demonstrative Exhibit (not offered)	
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<i>Defendant's Exhibits</i>					
Ex.	Description	Authenticity	Admissibility	Objection	Admitted
500	Plaintiff's Complaint	Agreed	Disputed	FRE 401, 403, <i>See</i> Plaintiff's Motion <i>in</i> <i>Limine</i> No. 13, incorporated by reference	
501	Plaintiff's Responses to State Farm's First Set of Interrogatories and Requests for Production of Documents (06/01/2023)	Agreed	Disputed	FRE 802, 401, 403, <i>See</i> Plaintiff's Motion <i>in</i> <i>Limine</i> No. 13, 14, 18, incorporated by reference	
502	Sump Pump Photos in Claim File (5 pages; SPURLOCK_SFF CC_000462- 000466)	Agreed	Agreed		
504	State Farm Claim Notes (22 pages; SPURLOCK_SFF CC_000015- 000036)	Agreed	Agreed		

H. ACTION BY THE COURT

a) This case is scheduled for a trial before a jury on January 6, 2025, at Seattle.


b) Trial briefs shall be submitted to the court on or before December 30, 2024 [Dkt. No. 48].

c) Jury instructions requested by either party shall be submitted to the court on or before December 30, 2024. [*Id.*]. Suggested questions of either party to be asked of the jury by the court on *voir dire* shall be submitted to the court on or before December 30, 2024. [*Id.*].

d) _____

This order has been approved by the parties as evidenced by the signatures of their counsel.

DATED this 20th day of December, 2024.


The Honorable John H. Chun
United States District Judge

FORM APPROVED

CASCADE LAW PLLC

s/Umar I. Gebril

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8 P: (206) 705-2115

9 jhicks@sinarslaw.com

10 Counsel for Defendant State Farm Casualty Insurance Company